3d. The time when it was taken.

4th. A statement that the grantor acknowledged the deed to be his act, or made an acknowledgment to the like effect.

Where a mortgage by a corporation is acknowledged by the attorney as "his" act, the acknowledgment though formally defective, was held valid in the light of the mortgage itself. Frostburg Bldg. Assn. *v.* Brace, 51 Md. 510. And see Basshor *v.* Stewart, 54 Md. 380.

An acknowledgment reading "on this —— day of August," etc., is valid when the true date appears from the mortgage itself, from the certificate of the clerk and from the date of record. Kelly *v.* Rosenstock, 45 Md. 394.

As to acknowledgments by a corporation, see art. 23, sec. 99.

1904, art. 21, sec. 9. 1888, art. 21, sec. 9. 1860, art. 24, sec. 9. 1856, ch. 154, sec. 24.

9. All deeds conveying real estate which shall contain the names of the grantor and grantee, or bargainor and bargainee, a consideration in cases where a consideration is necessary to the validity of a deed, and a desccription of the real estate sufficient to identify the same with reasonable certainty, and the interest or estate intended thereby to be conveyed, shall be sufficient, if executed, acknowledged and recorded as herein required.

Object of this section. A general description of all the grantor's property held sufficient. Roberts *v.* Roberts, 102 Md. 153; Lewis *v.* Kinnaird, 104 Md. 658.

The omission of the grantee's name from the granting clause, is immaterial if his name appears elsewhere on the face of the deed. Bay *v.* Posner, 78 Md. 47.

The description of grantees in a mortgage by their firm name only, held sufficient. Bernstein *v.* Hobelman, 70 Md. 40.

A deed designating the grantee as the owner of a certain house, is not sufficient. This section probably requires that the name of the grantee should always be set forth in the deed. Schaidt *v.* Blaul, 66 Md. 144.

For forms of deeds and mortgages, see sec. 54, *et seq.*

As to the meaning and effect of various covenants, see sec. 72, *et seq.*

As to the meaning of the words "die without issue," or similar words, see sec. 90.

As to what a bill of sale should contain, see sec. 44.

Ibid. sec. 10. 1888, art. 21, sec. 10. 1860, art. 24, sec. 10. 1856, ch. 154, sec. 25.

10. Every deed conveying real estate shall be signed and sealed by the grantor or bargainor, and attested by at least one witness.

This section does not declare a deed invalid because it is not attested. Such deeds are valid under section 19, as against the grantor and purchasers with notice. The lack of attestation does not avoid the effect of registration, or its operation as constructive notice. Brydon *v.* Campbell, 40 Md. 337.

No attestation is required to render a mortgage of real estate valid. The attestation is not part of the execution of a deed. Carrico *v.* Farmers', etc., Bank, 33 Md. 244.

The certificate of acknowledgment is not conclusive of the fact of the signing and sealing. Signing by mark. Evans *v.* Horan, 52 Md. 608.

Proof held sufficient that a mortgage was sealed at the time of its record, notwithstanding the absence of a seal thereafter. Van Riswick *v.* Goodhue, 50 Md. 61.

Ibid. sec. 11. 1888, art. 21, sec. 11. 1860, art. 24, sec. 11. 1856, ch. 154, secs. 10, 11.

11. No words of inheritance shall be necessary to create an estate in fee simple, but every conveyance of real estate shall be construed to